

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

BLUEFIELD CHEMICALS, INC.,

Plaintiff

v.

BARIVEN S.A., and

PDVSA SERVICES, B.V.

Defendants

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Case No. 4:18-cv-02350

**PLAINTIFF BLUEFIELD CHEMICALS, INC.’S MOTION FOR
ENTRY OF DEFAULT AND MOTION FOR DEFAULT JUDGMENT**

Plaintiff, Bluefield Chemicals, Inc. (“Bluefield”) files this Motion for Entry of Default against Defendants Bariven S.A. (“Bariven”), PDVSA Services, B.V. (“PDVSA Netherlands”) and PDVSA, Inc. (“PDVSA Houston”) (together “PDVSA”) and in support thereof respectfully shows the following:

I. INTRODCUTION

1. Bluefield moves for an Order entering default and granting default judgment.
2. The grounds for this motion are as follows: Defendant PDVSA Netherlands nor PDVSA Houston has filed an answer, motion to dismiss, or any other motion, and has taken no action showing an intent to defend.
3. The amount of Bluefield’s claims against PDVSA Netherlands are \$606,010.40 and the amount of Bluefield’s claims against PDVSA Houston are \$229,365.76. The total judgment amount against each PDVSA Defendant can be reliably computer from the attached affidavit of the amount due and the in invoices attached as exhibits to the affidavit.

II. FACTS

4. On July 9, 2018, Bluefield filed this lawsuit against Bariven and PDVSA Netherlands. On October 10, 2018, Bluefield amended its complaint to add PDVSA Houston as a Defendant. Bariven is a wholly owned subsidiary of Petroleos de Venezuela S.A., the state-owned oil company of the Bolivarian Republic of Venezuela. PDVSA, in turn, are wholly-owned subsidiaries of Bariven.

5. This dispute arises from a series of purchase orders submitted by PDVSA Netherlands and PDVSA Houston under which Bluefield delivered goods but for which it was not paid as agreed.

6. On June 13, 2014 and November 13, 2015, PDVSA Netherlands submitted two purchase orders to Bluefield for chemical goods use in the exploration and production of hydrocarbons. The total value of the two purchase orders was \$999,283.00.

7. Bariven and PDVSA Netherlands had made an advance payment of \$393,272.60 on invoice number 1331, but the invoices otherwise went unpaid. The amount still owed on the two purchase orders PDVSA Netherlands submitted is \$606,010.40.

8. On March 17, 2021 and May 14, 2021, PDVSA Houston submitted two purchase orders to Bluefield also for chemical goods use in the exploration and production of hydrocarbons. The total value of the two purchase orders was \$229,365.76.

9. These invoices went unpaid. PDVSA Houston still owes the entire amount for these two purchase orders.

10. Each purchase order provided for payment terms of Net 30 days from delivery or earlier. Bluefield accepted those payment terms.

11. Bluefield delivered the goods as agreed to the location in Houston, Texas.

12. Bluefield issued invoices corresponding to the two purchase orders. Based upon the invoice and delivery dates, payments for the respective invoices were due ranging from July 9, 2014 to February 23, 2016.

13. These events are summarized as follows:

Purchasing Agent	Date	PO Number	Invoice Number	PO / Invoice Amount	Amount Paid	Amount Unpaid
PDVSA Netherlands	June 13, 2014	5100115194	1331	\$983,181.50	\$393,272.60	\$589,908.90
PDVSA Houston	March 17, 2014	5100113195	15005	\$224,003.76		\$224,003.76
PDVSA Netherlands	Nov. 13, 2015	5100125320	15024	\$16,101.50		\$16,101.50
PDVSA Netherlands	May 14, 2014	5400002005	1335	\$5,362.00		\$5,362.00
	Totals			\$1,228,648.76	\$393,272.60	\$835,376.16

14. On numerous occasions, a representative of Bluefield has communicated with representatives of the PDVSA entities regarding these past due payments. The PDVSA entities have indicated that the invoices were approved but that it lacks funds to pay.

III. PROCEDURAL HISTORY

15. Bluefield accomplished service on PDVSA Netherlands in conformity with Article 5 of The Hague Convention on February 22, 2019. The time allowed for PDVSA Netherlands to file a response after this service expired March 15, 2019. However, PDVSA Netherlands has not answered or otherwise appeared.

16. Bluefield accomplished service on PDVSA Houston through its registered agent on November 13, 2018. The time allowed for PDVSA Houston to file a response expired December 4, 2018. However, PDVSA Houston has not answered or otherwise appeared.

17. Bariven's principal office is in Venezuela. Bariven currently does not have a registered agent for service of process in the State of Texas.

18. Plaintiff did attempt domestic service on Bariven, through the Texas Secretary of State, at Bariven's last known address. However, the Secretary of State subsequently informed Plaintiff that this service attempt had failed.

IV. ARGUMENT

19. The Court may enter default and render a default judgment against a party who has not filed a responsive pleading or otherwise defended the suit. *See* FED. R. CIV. P. 55(a), (b)(2).

20. The Court should enter a default and render a default judgment against Defendant PDVSA Netherlands because PDVSA Netherlands did not file an answer within 20 days after service of process. PDVSA Netherlands did not otherwise defend the suit by failing to make any appearance or file any responsive pleading. FED. R. CIV. P. 55(a).

21. Bluefield seeks liquidated damages from PDVSA Netherlands in the amount of \$606,010.40, which is established by the attached affidavit.

22. The Court should enter a default and render a default judgment against Defendant PDVSA Houston because PDVSA Houston did not file an answer within 20 days after service of process. PDVSA Houston did not otherwise defend the suit by failing to make any appearance or file any responsive pleading. FED. R. CIV. P. 55(a).

23. Bluefield seeks liquidated damages from PDVSA Houston in the amount of \$229,365.76, which is established by the attached affidavit.

V. CONCLUSION

WHEREFORE Plaintiff Bluefield Chemicals, Inc. prays that the Court grant this Motion for an Order entering default and granting default judgment. Bluefield also requests that the Court grant any further relief to which it may be entitled.

Respectfully submitted,

By: /s/ Charles Patrick Waites

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